

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF BYRAM**

**and**

**OPEIU LOCAL NO. 32  
(DEPARTMENT OF PUBLIC WORKS)**

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**JANUARY 1, 2013 THROUGH DECEMBER 31, 2016**

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#### **PREAMBLE**

This Agreement is made effective the first day of January, 2013 between the Township of Byram (hereinafter referred to as the "Township"), a Municipal Corporation situated in the County of Sussex in the State of New Jersey and OPEIU Local No. 32 (hereinafter referred to as the "Union"), and represents the complete and final understanding by the parties of all bargainable issues.

#### **ARTICLE I: RECOGNITION**

A. The Township recognizes OPEIU Local No. 1 as the exclusive representative for the purpose of collective bargaining for all DPW employees employed by the Township in the titles noted in Article XIII excluding road foremen and supervisors within the meaning of New Jersey Employer-Employee Relations Act and all other employees of the Township.

B. Titles herein shall be defined to include the plural as well as the singular and shall include males as well as females.

#### **ARTICLE II: TOWNSHIP RIGHTS AND RESPONSIBILITIES**

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as the public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or by prior written agreement. Without limitations, the Township's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township.
2. To direct the Township's work force and its operations.
3. To hire and promote.
4. To demote, suspend, discharge or otherwise discipline employees for a just cause.
5. To maintain and promote efficient Township operations.
6. To determine the methods, means, job classification and

qualified personnel by which such operations are to be conducted.

7. To relieve personnel from duty for any legitimate reason.
8. To determine work schedules and, through the office of the Superintendent, establish methods and processes by which such work is to be performed.
9. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion with just cause.
10. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of municipal government.

B. With respect to Paragraph A above, the Township's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conforms to the laws of New Jersey and of the United States of America.

C. The Township in conducting its affairs and Employer Rights and Responsibilities shall comply with the New Jersey State Department of Personnel regulations and the law commonly referred to as, "Civil Service".

### **ARTICLE III: GRIEVANCE PROCEDURE**

#### **A. Definition**

A grievance means an appeal concerning the interpretation, application or violation of this Agreement. Employees shall have the right to grieve all work disciplinary actions not covered by an appeal procedure of the Department of Personnel and the right to grieve the propriety of work rules within fifteen (15) calendar days of their promulgation. The term grievance and the grievance procedure set forth herein shall not apply in the following instances:

1. Matters which involve the interpretation or application of a Department of Personnel Rule or Regulation.

2. Matters where the municipality is without authority to act or where the Township's designated representative has authority to act in his or her discretion.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible administrative level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate to the circumstances and as confidential as may be permitted by law.

2. The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussions of complaints between an individual (with a representative if so desired) and his/her immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

C. Procedure

1. An aggrieved employee or his/her Union representative at the request of and on behalf of an employee must file the grievance in writing with the immediate supervisor within fifteen (15) calendar days of the event giving rise to the grievance. The grievance shall state the date of the event and the names of all persons involved and shall reference the relevant section or sections of this Agreement. Failure to submit the grievance within said time period shall constitute an abandonment of the grievance.

Step 1. Once timely filed, the aggrieved employee (representative) shall discuss the grievance with his/her immediate supervisor. If the grievance is not resolved satisfactorily or if no resolution is made within seven (7) calendar days by the immediate supervisor, the employee or his representative must present the grievance within seven (7) calendar days to the department head, in the event the immediate supervisor is not the department head.

Step 2. In the event there is not a satisfactory resolution of the grievance at Step 1, or a decision rendered within seven (7) calendar days, the aggrieved employee or representative shall present the grievance in writing to the Township Manager within ten (10) calendar days after the response of the department head is due or received, whichever occurs first. Such statement shall set forth the reasons why the grievant contends the department head's decision is incorrect, shall specify the provision or provisions of this Agreement alleged to be violated and propose the purported corrective action to be taken by the Township. The Township Manager, or his designee, shall review the decision of the department head together with the statement submitted by the grievant and such other evidence as may be submitted and shall respond to the grievant and/or representative within ten (10) calendar days.

Step 3.

1. Should the grievant (representative) disagree with the decision of the Township Manager, the grievant (representative) may, within ten (10) calendar days after the response of the Township Manager is due, submit to the Township Council by service upon the Township Manager, a statement in writing and signed as to the issue or issues in dispute. Such statement shall be filed along with:

- a. Copy of the written grievance.
- b. A statement of the results of prior discussions thereon.
- c. A statement of the grievant's dissatisfaction with such results.

2. Where the grievant requests in writing a hearing before the Township Council, a hearing shall be held at its next regular meeting so long as the request is received at least seven (7) calendar days before such meeting. If seven (7) calendar days advance notice is not received, the hearing shall be held not later than the second regular meeting following receipt of notice. If the grievant in his/her appeal does not request a hearing, the Council may consider the appeal on the written record submitted to it, or may on its own, conduct a hearing; or it may request the submission of additional written material.

Where additional written materials are requested, copies thereof shall be given to the aggrieved employee who shall be entitled to have a representative at a hearing if one is held.

3. The Council shall make a determination within fifteen (15) calendar days after a hearing if one is held, or if not held, thirty (30) calendar days after the grievant submits the grievance to the Council through the Township Manager. Such determination shall be given in writing to the aggrieved employee, and his/her representative, if there is one.

Step 4.

1. In the event the grievance is not resolved at Step 3 or a decision is not rendered by the Township Council within the time provided above, the Union may elect to have the matter submitted to arbitration and shall file for such arbitration with the Public Employment Relations Commission within fifteen (15) calendar days after the decision of the Township Council or when that decision was due. However, the arbitration shall be held no sooner than thirty (30) days from the date arbitration is requested by the Union.

2. Arbitration

a. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

b. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.

c. The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.

d. Only one (1) issue, including a group grievance arising out of the same facts may be submitted to an arbitrator unless the parties agree otherwise.

e. The decision of the arbitrator shall be final and binding subject to the New Jersey Arbitration Act N.J.S.A. 2A:24-1, et seq.

f. The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including presentation of witnesses, will be borne by the side incurring same.

D. Miscellaneous

1. In the presentation of a grievance, an employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.
2. Whenever the employee appears with a representative, the Township shall have the right to designate a representative to appear at that step of the grievance procedure.
3. Either the Township or the aggrieved employee may waive any of the steps of the grievance procedure, but both parties must agree to the waiver and the waiver shall be memorialized in writing.
4. The time limits set forth herein shall be strictly adhered to and may be waived only in writing. If any grievance is not initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not submitted to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive.
5. In the event the Township fails to respond to a grievance in writing within the time limits specified, then the failure to respond shall be construed as a negative response and the aggrieved employee may proceed to the next step in the grievance procedure.

**ARTICLE IV: AGREEMENT NOT TO STRIKE**

A. The unit employees and the Union acknowledge that the need for continued and uninterrupted operation of the Township's departments and provision of municipal services is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the



full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and from supporting any such action by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.

#### ARTICLE V: VACATIONS

A. Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

LENGTH OF SERVICE	VACATION
Up to one (1) year.	One (1) day per month from the date of employment.
After the first year of service through completion of four (4) years of service.	Twelve (12) working days per year.

Starting five (5) years of  
service through completion of  
nine (9) years of service

Fifteen (15) working days per year.

Starting ten (10) years of  
service through seventeen (17)  
years of service.

Twenty (20) working days per year.

Starting eighteen (18) years  
and over.

Twenty-five (25) working days per year.

B. Vacations shall be scheduled on the basis of when the request is made and where requests are made on the same day, shall be scheduled on the basis of seniority of employment within the Department of Public Works. No more than two (2) employees (exclusive of the mechanic) may be on vacation concurrently, except in the period of lighter workload, the Superintendent may, in his sole discretion, authorize additional employee vacations. Vacation requests for not less than one half («) of the vacation to which the employee is entitled shall be made on or before March 1 of each calendar year and in accordance with the request procedure noted below.

1. For one (1) week of vacation, inclusive of holidays, personal days and any other compensable time, not less than thirty (30) days notice of the request will be given. For vacation time of less than one (1) week inclusive of holidays, personal days and other compensable time, not less than three (3) working days shall be given.

2. All vacation schedules are subject to approval of the Superintendent. All vacation requests shall be in writing and will be responded to on the following basis:

- a. Requests for one week or more as defined above
  - within not more than ten (10) working days.
- b. Requests for less than one week (as defined above)
  - within not more than five (5) working days.

3. A waiver of any of the aforementioned notice requirements shall be at the discretion of the Superintendent and/or the Township Manager whose decision(s) shall be final.

C. Once a vacation request is approved in writing, no bumping based upon seniority will be allowed.

D. An employee may request to carry over to the next succeeding year not more than ten (10) vacation days. No such carry over shall be approved without the prior written consent of the Township Manager. Any carry over will not extend for more than one (1) year and be pursuant to N.J.S.A. 11A-6.3.

If a man is called out, while on an approved vacation day, for an emergency, he may be granted the vacation day that year or in the next succeeding year.

E. If, upon termination from the Township's service, an employee has used more paid vacation leave than that to which he is entitled under this Article, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of paid vacation leave taken in excess of the number of paid vacation leave days to which he is entitled. For purposes of computing such entitlement, vacation allowance for the current year shall be pro-rated upon the number of months worked in the calendar year in which the termination from service becomes effective.

F. Within the earned vacation allotment, fifty (50) percent of the DPW hourly unit employees will be allowed a vacation or personal day in accordance with Article V - B and Article VIII - E on the day before or the day after a holiday.

G. Employees on the payroll as of January 1 of any calendar year shall, on that January 1st, be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve months in the calendar year, he/she is entitled to a pro-rata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of his/her severance shall have an amount equal to his/her daily rate at the time of severance, deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

H. If an employee is on vacation and becomes sufficiently ill or has to require hospitalization of four (4) days or more, he may have such period of illness and post-hospital recuperation

period charges against sick leave at his option upon proof of hospitalization and/or a physician's certificate.

#### ARTICLE VI: HOLIDAYS

A. Employees shall be granted fourteen (14) holidays as designated below:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Eve Day or Day after Christmas (Manager's Discretion)	Independence Day
Christmas Day	Labor Day

B. Should any of the holidays designated above fall on a Sunday, the following Monday shall be an official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

C. To be eligible for a paid holiday, an employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless on an authorized leave because of bereavement, vacation or illness (medical verification required.)

#### D. Special Holidays

Thanksgiving Day and Christmas Day are recognized as special holidays. During the 24-hour period from 12:01 a.m. to 11:59 p.m. on Thanksgiving Day and Christmas Day employees shall be paid three (3) times their normal hourly wage for hours for which they are required to work on these special holidays.

#### E. Regular Holidays

Any employee required to work on any of the above regular holidays, excluding Thanksgiving and Christmas, or required to work on Sunday, shall receive double his normal hourly wage, said payment to be included in the next regular payroll.

## ARTICLE VII: SICK LEAVE

### A. Definition:

1. "Sick leave" shall be defined as an authorized absence from duty by an employee due to illness, accident or exposure to a contagious disease, or due to a member of the employee's immediate family being seriously ill thus requiring the care or attendance of the employee. Routine medical and dental treatments or procedures are not included in the definition of sick time.

2. For the purpose of this Agreement, exposure to a contagious disease must be verified in writing with particulars, by a licensed physician, or if as a result of the employee's official duties, a certificate from the Department of Health, shall be required. In addition to the foregoing, the Township may require proof of illness of employee on sick leave whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3. Immediate family shall include the employee's spouse, children, grandchildren, brothers, sisters, parents, grandparents, as well as the parents, children, brothers, sisters of the employee's spouse. In order to qualify for the purposes of this section of the Agreement, the member(s) of the immediate family must also reside in the employee's household.

B. Each employee who has exhausted his sick bank for two consecutive years shall be required to provide a physician's verification after seven (7) undocumented absences the following year. This requirement shall remain in effect until the employee has improved his attendance. All sick leave over the said seven (7) days must have written verification from a physician.

Expenses incurred for verification of sick leave will be reimbursed by the Township, which shall then have the right to recover from the employee's medical insurance. This shall not apply to employees who document an extended injury or illness.

C. If the Superintendent of Public Works approves sick leave after a winter storm consisting of eight (8) consecutive hours worked, such sick leave shall be excluded from the documentation requirements of Section B.

D. If any employee is absent from duty due to illness for three (3) consecutive days, he must have a licensed physician's certification of illness.

E. When an illness is of a chronic or recurring nature, causing occasional absences of one day or less, one proof of illness shall be required for every six (6) month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

F. Each employee shall be entitled to sick leave credits pro-rated at one and one-quarter (1 1/4) days per month from the date of employment. If separation from employment occurs before the end of said first year, and the employee has used more sick leave than accumulated, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

G. Each employee will be credited fifteen (15) days of sick leave annually for each succeeding calendar year of full time employment, which is cumulative. No sick leave may be taken for less than one-quarter (1/4) of a day. Employees may use a maximum of four (4) one-quarter sick days per year, and all other sick leave must be taken at intervals of at least one-half (1/2) day.

H. An employee, upon retiring or whose service with the Township is terminated under favorable conditions, shall be paid for 50% of his accumulated unused sick leave up to the maximum payments specified in the following schedule:

<u>Year</u>	<u>Maximum Payment</u>
2006-2010	\$25,000
2011-2015	\$20,000
2016- and every year thereafter	\$15,000

I. An employee is required to notify the Department Head or his designee by 8:00 a.m. on each day of absence except where the employee has furnished medical evidence that extended absence is anticipated. In such circumstance, the employee will notify the Department Head or his designee on a weekly basis concerning

his medical status. The notification shall be done by the employee and not a member of the immediate family unless the employee is critically ill and unable to make the telephone call. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's immediate family notify the Department Head, his designee or the Township Manager's office citing the reasons for such absence. Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

J. Upon approval of the Township Manager, an employee must request a cash payment for a portion of accumulated sick time during the term of active employment. Such request for cash payment shall be at the employee's current rate of pay, with two hours accumulated sick time deducted from the accumulated sick time bank for each hour paid. Each request shall be individually judged based upon total time accumulated, township financial status and any other relevant factors. The Manager's approval shall not be unreasonably withheld, but a denial with good cause shall be final.

#### **ARTICLE VIII: OTHER LEAVE**

A. Each employee shall be allowed leave, with differential pay, if he is required to serve on jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between pay received for jury duty and the employee's wages for the leave period.

B. The Township shall provide bereavement leave with pay not to exceed three (3) consecutive working days one of which shall be the day of death or day of the funeral in the case of death of an employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren. The Township Manager may approve additional bereavement leave for good cause (travel to

funeral, delayed burial, etc.). Said leave to be charged to personal or vacation leave. The employee shall be allowed three days per incident, such leave being separate and distinct from other leave time. If a death occurs during an employees scheduled vacation time, that employee shall receive replacement vacation time to be scheduled at a later date. In the case of the death of an employee's aunt or uncle, the employee will suffer no loss of one (1) days pay to attend the funeral.

C. Time off, other than sick leave, vacation, holidays, bereavement or military leave, may be authorized by the Township Manager. For leave without pay, the employee shall submit a written request to the Department Head or his designee at least thirty (30) days in advance stating the reason for such request and the time required. This request will be forwarded to the Township Manager and answered at least two (2) weeks in advance of the requested leave.

D. In cases of emergency, such as illness or accident, involving members of the employee's immediate family, the Township Manager, the Department Head or his designee shall be notified before the employee leaves the job and attends to such emergency. Any time so used shall be chargeable against sick leave for the day of occurrence. One (1) full sick leave day will be charged if the employee leaves the job before 11 a.m. No sick days shall be taken for less than one-half full day. Any additional time required shall be treated in accordance with Sick Leave (Article VII).

E. Personal Days

1. Unit employees shall be eligible for four (4) personal days per calendar year except in the first year of employment which shall be pro-rated in increments based on the following schedule:

Date of employment closest to January 1 --- Four (4) days  
Date of employment closest to April 1 --- Three (3) days  
Date of employment closest to July 1 --- Two (2) days  
Date of employment closest to October 1 --- One (1) day

2. One (1) working day notification and prior approval by the Superintendent with respect to staffing requirements is required prior to the employee taking a personal



day. The notification provision will not be required in cases of documented emergency.

#### **ARTICLE IX: INSURANCE**

A. The employer will provide Life Insurance Plan, Family Health, Dental Plan and Long Term Disability Insurance for employees covered by this Agreement and their families. Said plans are annexed hereto as Schedule A. Employees accept a newly defined Health/Medical Insurance Plan effective January 1, 2010 for all active employees and retirees. The Health/Medical Insurance Plan shall be the Aetna QPOS Patriot 5 Plan. New employees hired on or after January 1, 2013 are required to choose between the Preferred Choice Plan, the HMO Plan, or the High Deductible (HSA) Plan.

B. The Township reserves the right to change any of the foregoing plans or carriers provided that in the aggregate substantially equivalent benefits are provided and at least sixty (60) days notification is provided to the Association. In the event the Association does not agree that the new plan(s) provide(s) in the aggregate substantially equivalent benefits, the Association may submit the matter to expedited arbitration prior to the expiration of the sixty (60) days notification by the Township for determination by an arbitrator prior to implementation of the new plan(s).

C. Employees shall contribute towards their medical and other benefits in accordance with the requirements as set forth in Chapter 78, P.L. 2011, but in no event less than the greater of (a) one and one-half (1 1/2) percent of their base salary; or (b) if the employee elects coverage for dependants, ten (10%) percent of the cost of the premium (up to \$900).

D. Upon demonstrating that he or she is provided adequate medical insurance coverage from an independent source (such as coverage provided via the employment of his/her spouse) an employee may apply to not be covered under the Township's insurance plan(s) in exchange for a cash payment equal to twenty-five percent (25%) or \$5,000, whichever is less, of the amount saved by the Township because of the waiver of coverage. In the event that the employee subsequently becomes ineligible for

coverage from the independent source, he/she may apply to rejoin the Township plan(s).

E. Retirement Medical Coverage

Employees hired after January 1, 2010 shall not receive post-retirement health care benefits paid for by the Township. Employees hired by the Township prior to December 31, 2009, who retire, shall receive during retirement all medical and dental benefits that would have been required to be paid by the employer had he/she continued in active employment, with the retiree required to contribute towards their medical and other benefits in accordance with the requirements as set forth in Chapter 79, P.L. 2011, provided that where applicable:

1. Any such payments or benefits are permitted by applicable law.
2. The employee must have been employed by the Township of Byram at the time of retirement with:
  - a. at least 25 or more years of service, or
  - b. at least 15 or more years of service and reached the age of 62, or
  - c. at least 10 or more years of service if retirement is caused by disability for which a disability pension of 50 percent or more has been approved.
3. The Township's retirement health benefits program is to be secondary to any other health insurance program for which the employee or their spouse may be eligible.
4. The employee must apply for full federal health care benefits at the earliest opportunity. The Township will provide "wrap around" coverage, if available, in lieu of the standard benefits after eligibility for federal health benefits shall be established.
5. The Township shall reimburse the retiree for Part B Medicare costs provided the premium savings for Medicare eligible employees equals or exceeds the costs of Part B coverage.
6. Retirees shall be required to reduce coverage options as circumstances dictate (e.g., a retiree may go from husband/wife coverage to single coverage), but may not opt for a higher level of coverage thereafter.

**ARTICLE X: PENSIONS**

The Township shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and Laws of the State of New Jersey.

#### ARTICLE XI: UNIFORMS

A. The following articles of clothing shall be eligible for the yearly allowance as stated in Section 4 of this Article for the duration of this contract:

Work Shoes	Coveralls
Pants	T-Shirts
Shirts	Jackets
Vests	Socks
Winter weight or thermal underwear	

B. The following articles of clothing shall be purchased by the Township for employee use, when deemed necessary for employee safety, by the Department Head. Such items shall be considered Township of Byram property and, as such, shall remain in such place as determined by the Department Head when not in use. Such items will be purchased by the Township and not the employee. Used items must be turned in and/or examined for replacement by the Department Head.

Hard Hats	Foul Weather Gear
Safety Goggles	Gloves
Safety Vests	Hip Boots

C. All unit employees must report to work in proper uniform as per rules established by the Department Head subject to the concurrence of the Township Manager. Failure to report in such uniform will result in disciplinary action.

D. All unit employees must wear proper summer uniforms as per rules established by the Department Head. Employees may wear shorts for summer use. Nonetheless, employees must come to work prepared everyday for

work that may require long pants. Employees may be required change out of shorts and into long pants at the discretion of the Superintendent of Public Works.

E. The Township shall replace all unit employee's personal eyeglasses, including attending physician fees for replacement, destroyed while performing Township duties. Contact lenses and designer eyeglasses will not be included as the responsibility of the Township.

F. All unit employees will receive an annual clothing allowance in the amount of \$750.00 payable April 1<sup>st</sup> of each year. The clothing allowance is taxable to the employee as income, but is not included in the employee's base pay. The clothing allowance is not pensionable. The clothing allowance is to be pro-rated in the employee's first and last year of employment.

G. All monies for clothing allowance will be advanced on or about April 1st of each contract year. The current practice of advancing clothing allowance on or about April 1st shall continue in effect. However, if the Township Auditor directs the Township to change its procedure of uniform reimbursements the parties agree to reopen this provision.

H. Purchases of any items of clothing or wearing apparel not expressly mentioned by name as being purchased by the Township in this Article will be the sole responsibility of the employee. Payment of same will require the submission of a signed Affidavit representing that all monies requested will be utilized to purchase necessary work clothes as previously stated in Paragraph A of this section. Paid receipts must be submitted prior to the end of each contract year as proof of actual purchase of work clothing. Failure to submit such proof shall disqualify the employee from receipt of the next succeeding year's clothing allowance.

#### **ARTICLE XII: HOURS OF EMPLOYMENT**

A. The regular work day shall consist of eight (8) hours of work, beginning at 7 a.m. and continuing until 3:30 p.m. with one-half (1/2) hour for lunch. The lunch break shall be scheduled by the foreman on each job site between the hours of 11 a.m. and

1 p.m.

B. The regular work week shall consist of five (5) working days, totaling forty (40) hours, Monday through Friday. For employees hired after January 1, 1988 the work week shall be a Monday through Saturday schedule, on a bi-weekly basis not to exceed 80 hours in any two week period.

C. Each employee shall be entitled to one (1) fifteen (15) minute coffee break each morning and each afternoon, said coffee break to be scheduled by the job foreman.

D. Tardiness - payroll deductions will be made for tardiness. After three (3) tardiness deductions, an employee may be suspended from work for one (1) day. Repeated tardiness can be cause for further discipline up to and including dismissal.

#### ARTICLE XIII: SALARY, WAGES AND TRAINING

A. All covered employees shall receive the following wage increases, which shall apply with full retroactivity:

1. January 1, 2013 - 1.25%.
2. January 1, 2014 - 1.5%.
3. January 1, 2015 - 1.75%.
4. January 1, 2016 - 2%.

The wage guides, listed by title, for calendar years 2013 through 2016 are as follows:

<u>Title</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Assistant Supervisor Public Works	32.32	32.80	33.38	34.05
Equipment Operator	31.63	32.10	32.67	33.32
Senior Public Works Repairer	31.01	31.48	32.03	32.67
Senior Building Maintenance Worker	31.01	31.48	32.03	32.67
Lower Pressure License				
Senior Mechanic	28.78	29.21	29.72	30.31
Building Maintenance Worker	25.90	26.29	26.75	27.28
Lower Pressure License				
Mechanic	24.00	24.36	24.78	25.28
Public Works Repairer	22.06	22.39	22.79	23.24

Mechanic Trainee	20.06	20.36	20.71	21.13
Custodian	17.33	17.59	17.90	18.26
Laborer	15.49	15.72	16.00	16.32

The wage guide applies to employees that were hired after January 1, 2008.

The wage guide identifies the hourly increase for employees hired before January 1, 2008 and are eligible for a grade change.

B. A Laborer with three (3) years of employment will be eligible for a grade change to Public Works Repairer. A Public Works Repairer will be eligible for a grade change to Senior Public Works Repairer after five (5) years of employment as a Public Works Repairer.

C. In addition to the employment time noted in Section B above, individuals seeking a grade change are required to:

1. Possess the appropriate commercial driver's license.
2. Have satisfactory performance evaluation meeting position requirements in key areas evaluated (see attached performance review).
3. Have successfully completed a civil service examination.
4. Be recommended by the DPW Superintendent and approved by the Township Manager.

D. A Public Works Repairer and/or Senior Public Works Repairer with a minimum of three (3) years of experience are eligible for the title of Assistant Supervisor Public Works. The position of Assistant Supervisor Public Works may be filled by the Township Manager as determined by the needs and budget of the Township with the recommendation of the DPW Superintendent.

E. The hours of employment of any Custodian will be determined by the needs of the Township in its discretion and not subject to the provisions of Article XII of this Agreement. The Union will be informed by the Township of the determination of its needs as they become established.

F. A mechanic with three (3) years of employment as a mechanic with the Township will be eligible for a grade change to Senior Mechanic.

G. A Building Maintenance Worker (Lower Pressure License) will be eligible for a grade change to Senior Building Maintenance Worker (Lower Pressure License) after five (5) years of employment as a Building Maintenance Worker (Lower Pressure License).

H. Employee Training. The Township will reimburse one-hundred (100%) percent of the training costs for the employee upon the satisfactory

completion of all courses approved in advance by the Township Manager which employees are requested by the Township to take to obtain any specialized training, certification, licenses and/or registrations required to perform the duties of their positions or future positions. The eligibility for training is based on the needs of the Township, available budgeted funds and is at the sole discretion and approval of the Township Manager with recommendations from the Public Works Superintendent.

- I. As of January 1, 2013, the following employees shall each have a base pay increase of \$624, which shall be added to their base pay prior to applying the January 1, 2013 salary increase: Morrell, Merando, Forlenza, Voigt, Boroughs, Pinkerton, and Smith.

#### **ARTICLE XIV: EXTRA COMPENSATION**

##### **A. Overtime**

1. All unit employees shall be eligible for overtime compensation. Employees who are required to work in excess of eight (8) hours in one (1) day, shall be paid overtime compensation for all such hours worked at the rate of one and one-half (1 ½) times their regular hourly rate.

2. No employee shall work any extra time unless so scheduled by the Department Head with the approval Manager.

3. All unit employees called to duty due to emergencies shall be paid overtime from time of call-out and must report to work within one (1) hour of such call-out. Employees failing to meet said call-out provision will not be paid from time of call-out, but rather from actual time of reporting to work.

4. For overtime purposes, employees who have previously advised of their desire to work overtime (volunteers) will be utilized first. However, all employees may be required to work a reasonable amount of overtime.

##### **B. Call-Out**

When a call-out is required as determined by the Township Manager or his designee and the use of equipment is involved, any unit employee who is called out will be guaranteed a minimum of

three (3) hours overtime. Said three (3) hour minimum shall not be paid when the overtime is contiguous to the work day. In those instances when the overtime is contiguous to the work day the employee held over shall only be paid overtime for the actual hours worked.

#### **ARTICLE XV: MEAL ALLOWANCE**

A. All employees will be paid a meal allowance for every six (6) hours of consecutive overtime worked in the amount as follows: 2010 - \$11.00; 2011 - \$12.00; and 2012 - \$13.00. The meal allowance is taxable to the employee as income, but is not included in the employee's base pay. The meal allowance is not pensionable.

B. Employees will be allowed 60 minutes paid meal time for every six (6) hours of consecutive overtime actually worked. Mealtime schedule must be approved by Superintendent.

C. Employees will be allowed mealtime during morning hours if called out after 1 a.m.

#### **ARTICLE XVI: POSTING OF NON-SUPERVISORY POSITION VACANCIES**

A. The Township Clerk shall make every reasonable effort to post openings for non-supervisory classifications in the DPW on employee bulletin boards at least five (5) work days prior to formal personnel action regarding such openings in order to afford interested employees an opportunity to make application for any such opening.

B. To provide advancement opportunities, the Township shall make every reasonable effort to post on employee bulletin boards any and all new positions or vacancies available in the Township, regardless of whether or not they have been announced in the Department of Personnel Bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.



## **ARTICLE XVII: COLLECTIVE BARGAINING**

The parties agree that, in accordance with past practice, negotiating sessions will be scheduled at a time mutually convenient to the Employer and the Union.

## **ARTICLE XVIII: UNION DUES/AGENCY FEES PAYROLL DEDUCTION**

A. Payroll deductions for dues may be made upon the submission by the Union of notification by employees authorizing the deduction of dues from pay. The Township Treasurer shall forward dues to the Union at monthly intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey Statutes, but subject to Paragraph B of this Article.

B. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within the thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

C. The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, process of expenses (including reasonable attorney's fees) in any matter resulting from proper action taken by the Township in reliance upon this Article.

#### **ARTICLE XIX: MISCELLANEOUS**

Upon employment, the Township shall provide new employees with copies of all fringe benefits including health, policies, regulations, Labor Agreement and a job description for the employee's title.

#### **ARTICLE XX: SEPARABILITY AND SAVINGS**

If any provision of this Agreement or application of this Agreement to any employee, a group of employees is hailed to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, all other provisions of the Agreement shall continue in full force and effect and shall not be affected thereby.

#### **ARTICLE XXI: FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

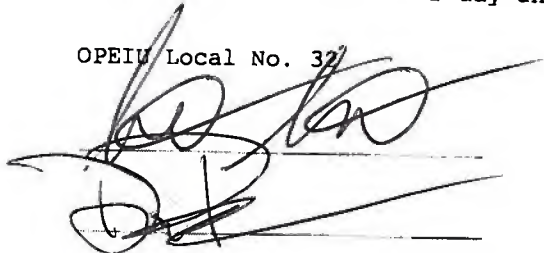
C. Therefore, the Township and the DPW Unit, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain and other recognized bargaining unit in the Township of Byram for the duration of this contract.

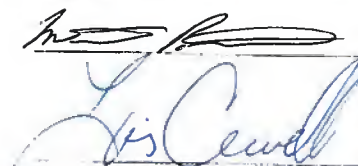
#### **ARTICLE XXII: TERM AND RENEWAL**

This AGREEMENT shall be in full force and effect as of the first day of January, 2013 and shall remain in full force and effect through the 31st day of December, 2016. Any economic changes in the Agreement shall apply to employees in the employ of the Township on the date of signing of this Agreement or who retired from the employ of the Township or who died during the term of the Agreement. This Agreement shall remain in full force and effect after the termination date of this Agreement, unless either party gives notice in writing not less than ninety (90) or more than one hundred and twenty (120) days prior to termination date of the Agreement of a desire to change, modify or terminate the Agreement.

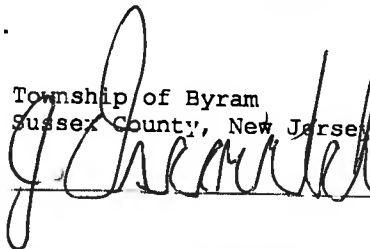
IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seal this day and year.

OPEIU Local No. 32



  
Eric Cewell 5/8/13  
Sec. Treas.

Township of Byram  
Sussex County, New Jersey



ATTEST:

